no right to recover in case it is stolen from the baggage room, unless the carrier is guilty of gross negligence.

The authorities as to the liability of a carrier for baggage not accompanied by a passenger are reviewed in a note to this case.

GARNISHMENTS—RIGHT OF PLAINTIFF TO CHARGE HIMSELF.—Plaintiff in an action to recover money is held, in *First Nat. Bank* v. *Elliott* (Kan.), 55 L. R. A. 353, to have no right to summon or charge himself as garnishee therein, under statutes providing that in case the garnishee fails to answer, the court may render judgment against him and giving plaintiff the right to an execution in case the garnishee fails to pay.

With this case is a note reviewing authorities as to the right of plaintiff to summon or charge himself as garnishee.

WILLS—EXECUTION—REQUISITES.—Under a statute providing that all wills shall be in writing and be signed by the testator, which signature shall be made by the testator, or the making thereof acknowledged by him and the writing declared to be his last will, in the presence of two witnesses present at the same time, who shall subscribe their names thereto as witnesses in the presence of the testator, it is held, in *Lacy* v. *Dobbs* (N. J.), 55 L. R. A. 580, that it is essential to validity that everything required to be done by the testator shall precede in point of time the subscription of the witnesses.

RAILROADS—ANTICIPATION OF TRAVELERS' NEGLIGENCE.—The mere fact that those in charge of an engine about to cross a footpath see a responsible traveler approaching the crossing at a speed which renders collision imminent, but fail to take steps to avoid it, is held, in *Gahagan* v. *Boston & M. R. Co.* (N. H.), 55 L. R. A. 426, not to entitle the latter who, without any attention to the possibility of an approaching train, steps onto the track immediately in front of the engine, to hold the company liable for an injury, since the railroad employees are not bound to anticipate the traveler's negligence.

The doctrine of "last clear chance" is considered in a note to this case.

BONDS FOR PUBLIC WORK—MEASURE OF LIABILITY.—The penalty named in a bond of a contractor for public work, given in compliance with a statute requiring it to be conditioned for the performance of the contract, with the additional obligation that the contractor shall pay for labor and materials, is held, in *Griffith* v. *Rundel* (Wash.), 55 L. R. A. 381, not to be the measure of the liability of a surety thereon who has taken charge of and completed the work at a loss exceeding the penalty of the bond; but it is held that he may still be liable to laborers and materialmen for the amount of their claims.

A note to this case collates the authorities on penalty as limit of liability of statutory bond.

FEDERAL PRACTICE—INJUNCTION BOND—POWER OF COURT TO ALLOW DAMAGES FOR BREACH.—An injunction bond having been given in a suit in equity, the injunction being subsequently dissolved, a decree was entered referring the cause to a master for the single purpose of ascertaining what dam-

ages, if any, defendant suffered by reason of the injunction. *Held*, that the decree was proper, and that it is clearly within the power of a court awarding and subsequently dissolving an injunction to decide whether or not damages be allowed. *West* v. *East Coast Cedar Co.* (C. C. A.), 113 Fed. 742. Citing *Russell* v. *Farley*, 105 U. S. 442; *Meyers* v. *Block*, 120 U. S. 214; *Coosaw Mining Co.* v. *Farmers' Mining Co.*, 51 Fed. 107.

DEEDS—STANDING TIMBER.—An instrument in the form of a deed purporting to convey to named grantees, their heirs, and assigns, at a specified price per acre, "all the pine timber suitable for saw-mill purposes" on described lots of land, and providing that the balance due on each lot shall be paid when the lot is entered to cut the timber, is held, in *McRae* v. *Stillwell* (Ga.), 55 L. R. A. 513, to make it incumbent upon the grantees or their successors in title to cut and remove such timber from the lots within a reasonable time from the date of the conveyance; and it is held that on failure to do so their interest in the timber ceases.

With this case is a note discussing the authorities on conveyance of title to standing timber without conveying title to the land.

LIBEL—PRIVILEGE—NEWSPAPERS.—In the absence of a statute, newspapers, as such, have no peculiar privilege, but are liable for what they publish in the same manner as the rest of the community. They may report the fact that a person has been arrested and held for examination, but they have no right to go further and assume the guilt of the person charged. *Billet* v. *Times-Democrat Pub. Co.* (La.), 32 S. E. 21. Citing Newell Defam., p. 549; *Tresco* v. *Maddox*, 11 La. Ann. 206, 66 Am. Dec. 1898; *Usher* v. *Severance*, 20 Me. 9, 37 Am. Dec. 33. To the effect that neither reports made to police officers charging persons with crime, nor entries in books kept by detectives are judicial proceedings and therefore privileged, the court cites *Jastrzembski* v. *Marxhausen*, 120 Mich. 677; *McAllister* v. *Press Co.*, 76 Mich. 343, 15 Am. St. R. 318; *Fullerton* v. *Berthiaume* 6 Rap. Jud. Que. C. S. 342; 18 Am. and Eng. Enc. (2d ed.) 1051.

NEGLIGENCE—EVIDENCE—LIFE TABLES.—Where the capacity of one to earn money has been totally destroyed or partially impaired by the negligent act of another so that the injured party is entitled to recover, the measure of damages is the loss which has occurred and will probably occur by reason of the injury.

Tables of life expectancy used by first-class companies are admissible to prove the probable duration of plaintiff's life. *Gulf &c. Ry. Co.* v. *Mangam* (Tex.), 67 S. W. 765. Citing *Ry. Co.* v. *Putnam*, 118 U. S. 554.

In the latter case, an instruction upon the measure of damages, that the defendant company was bound to give the plaintiff an annuity of the amount he had been damaged by the year, for a period equal to his expectation of life, was disapproved as overlooking the consideration that the effect of the injury might vary from year to year and might be either greater or less as time went on.

CRIMINAL LAW—CONFESSIONS—SWEAT-BOX.—A prisoner, upon his arrest was placed in an apartment about five or six feet long by eight feet wide. It was